

EXHIBIT B



SmartStream Technologies
1 Broadway, 2nd Floor
New York, NY 10004
USA

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BY HAND

January 5, 2017

Philippe Chambadal,
151 West 17th Street,
Apt 5D,
New York,
NY 10011

Dear Philippe,

This confirms our notice to you during our meeting today that SmartStream Technologies, Inc. (the "Company") has decided to terminate your employment with the Company, effective April 4, 2017 (the "Separation Date") for the reasons we discussed during our meeting today. Your performance of your duties and responsibilities to the Company has failed to meet the Company's reasonable expectations.

To ensure that there are no ambiguities, this letter explains in detail both your rights and obligations and those of the Company upon termination of your employment. Your employment with the Company terminates as of and effective on the Separation Date. Thereafter, you will no longer be an employee of the Company. You will be paid all earned and unpaid salary, less withholdings and deductions required or permitted by law, in your final paycheck.

Your coverage under the Company's group health plan will end on April 30, 2017. You will have the opportunity to exercise your option to continue your group health plan coverage under COBRA after that date. Under separate cover, you will be provided a benefits packet containing information on your COBRA rights and conversion to a direct pay plan. Your coverage under the Company's other employee benefits plans will end on the Separation Date.

During the period between today and the Separation Date, you will be on "Garden Leave." The following terms and conditions of employment will apply for the duration of your Garden Leave:

- a. You are not required to carry out your normal duties; you are to carry out only such duties as the Company may specifically request which include providing your assistance and cooperation in transitioning your duties to the Company's specified designee.

Registered Office
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- b. You should not attend work (or engage in any other activity) at any of the Company's premises unless specifically requested by the Company; nor should you have any business dealings or contact with clients or customers of the Company or other group companies.
- c. You should not have any contact with other employees of the Company or other Group companies except for purely social or recreational purposes and you should not discuss clients or customers or their affairs with any employee unless specifically authorized to do so.
- d. You should not work in any capacity for any other person, company, organization or other entity or carry on any other business in competition with the Company and other Group companies.
- e. You are not to transact any business on behalf of the Company and if you are contacted by clients or customers you should refer them to the Company.

During your Garden Leave, your employment with the Company remains on an at will basis. Accordingly, at any time before the Separation Date, either you or the Company may terminate your employment with the Company for any reason or for no reason upon written notice to the other.

In accordance with your Offer Letter with the Company dated June 22, 2011, you are required to return any and all Company property at home or elsewhere within one (1) week of the date of this letter, *i.e.*, no later than January 12, 2017. Additionally, please keep the Company informed of any address changes in case we need to mail future W-2's and other correspondences to your attention.

We also remind you of your continuing obligations set forth in the Employee Agreement Regarding Confidentiality and Non-Competition and Proprietary Rights between you and the Company dated July 21, 2015 (the "Confidentiality Agreement") which remain in full force and effect.

In addition to the foregoing to which you are eligible, the Company is prepared to offer you additional benefits to which you are otherwise not eligible, as follows: (a) severance in the gross amount of \$167,187.50, which amount is equal to three (3) months of your base salary, less all applicable tax withholdings, including federal, state and local income tax, FICA and FUTA, in a lump sum on the Company's first regularly scheduled payroll date following the "Re-Execution Effective Date" (defined in Section 15.1 of the attached Separation Agreement and General Release ("Agreement")); and (b) the Company's agreement to characterize your separation from the Company as a voluntary resignation rather than an involuntary termination ((a) and (b), collectively, the "Separation Benefits"), in exchange for your agreement to release all claims known or unknown against the Company (and related individuals and entities), as well as the other agreements and understandings set forth in this letter and the attached Agreement.

If you wish to accept such Separation Benefits in consideration for the Agreement, your notarized signature on the enclosed Agreement will reflect your agreement. You may

take up to twenty-one (21) days from your receipt of this letter if you wish, to consider whether to accept the Separation Benefits by signing and delivering the Agreement to the Company. Before signing the Agreement, you are advised to consult an attorney, if you wish. Please note that even if you do sign the Agreement, you may change your mind and revoke the Agreement and forego all of the Separation Benefits described therein, provided you notify me in writing within seven (7) days of your executing the Agreement that you no longer want those Separation Benefits. If you want to revoke the General Release, you must do so in writing, addressed to and received by me at SmartStream Technologies, Inc., 1 Broadway, Second Floor, New York, NY, 10004, by hand or by facsimile at (646) 219-4967, by 5:00 p.m. EST on the seventh (7th) day following your execution and delivery to the Company of the enclosed Agreement. Please also note that, to be eligible to receive the Separation Benefits, you are required to re-execute the Agreement before a notary public and delivering it to the Company (and not revoke your re-execution within seven (7) days thereof) on your last date of employment with the Company.

Please do not hesitate to contact me on +44 (0) 207 898 0608 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Porter', written over a horizontal line.

David Porter
Human Resources Director